

# API Gateway Service - General Terms and Conditions

By leveraging our API Gateway Service and the APIs contained within, you, the user, are bound by these General Terms and Conditions and any Specific Terms and Conditions pertaining to certain APIs.

## A. Definitions

The following definitions are used in this document:

- **Account Plan:** A precise set of rights defining your use of a specific API, which could encompass both a standard free plan and premium versions with broader limits, additional stipulations, and potential charges.
- **API:** An abbreviation for Application Programming Interface, which is a structured set of protocols and tools integral to software and application development.
- **API Gateway Service:** The digital platform we, the Gateway Provider, offer you to interact with our APIs.
- **API User:** An individual or company utilizing our API Gateway Service.  
**General Terms and Conditions:** These General Terms and Conditions that apply to all use of the API Gateway Service.
- **Specific Terms and Conditions:** Additional conditions that relate to further specified APIs.
- **Gateway Provider:** TenneT TSO B.V., a legally incorporated private company, located at Utrechtseweg 310 M01, Arnhem, The Netherlands, registered under number 09155985.

## B. API Use, Fair Use, and Security

1. Our APIs are designed to stimulate innovation and ease access to essential information, and as such, they may not be used in any way that is inconsistent with this purpose, or any provision in the Terms and Conditions, infringes or may infringe the rights of others or violates any applicable laws and regulations.
2. The API User is responsible for establishing, implementing, and maintaining appropriate security measures to uphold the integrity and confidentiality of the API Gateway Service and any data contained therein.
3. Fair use is a principle of responsible usage that prevents disruption of our systems or excessive consumption of system resources. In the event of (imminent) disruption of our or other systems, excessive use or abuse of the APIs, the Gateway Provider has the right to immediately limit, suspend or terminate the use of one or more APIs.

## C. User Identity Verification, License Conditions, and Data Privacy

1. API Users are required to provide accurate personal and company information during registration.
2. The API User receives a non-exclusive, non-transferable, revocable license to utilize the API Gateway Service and an API key. All unexpressed rights are exclusively retained by the Gateway Provider.

3. API keys are designated strictly for personal use and should never be distributed, sold, or shared with others.
4. API Users are prohibited from distributing, selling, or sharing data obtained through the APIs with third parties unless explicitly sanctioned in the API documentation.
5. API Users must respect the privacy of all individuals whose data may be accessible to them, obtaining explicit permission before accessing such data and erasing it upon request. Users must fully comply with all privacy laws of The Netherlands.
6. Each API key corresponds with one or more Account Plans that provide access to certain APIs on the API Gateway Service. Additional stipulations and/or fees may apply, detailed in a separate Account Plan agreement that API Users must accept prior to usage.

## **D. Logins and Rate Limiting**

1. API Users must adhere to the acceptable login methods described in the API documentation. The employment of insecure or unauthorized login methods is strictly forbidden.
2. To maintain fair access and efficient system performance, we may impose rate limiting or throttling on certain APIs. Details of these restrictions are provided in the API documentation.

## **E. Intellectual Property and Company Trademark Usage**

1. The names, logos, and partner identities of the Gateway Provider are shielded by trademarks and copyright. API Users may not use these identifiers without the explicit permission of the Gateway Provider for promotional services or commercial purposes.
2. API Users must refrain from implying any form of affiliation, endorsement, partnership, or representation of the Gateway Provider.
3. No rights to intellectual property are transferred to API Users through their usage of the API Gateway Service. They acquire no rights to the data they access.

## **F. API Usage Regulations**

1. API Users must refrain from using the APIs to disseminate malicious software, conduct denial of service attacks, or undertake any other detrimental activities against the Gateway Provider or other entities.
2. Prior to API use, API Users must thoroughly review the accompanying documentation, which outlines usage rules, limitations, and caching directives that they are bound to observe.
3. Certain APIs are crafted for specific use cases, as stated in their corresponding API documentation. Users must restrict their use of these APIs to the stated purposes.
4. The Gateway Provider reserves the right to discontinue or modify the API Gateway Service and its APIs without notice.

## **G. Violation Procedures**

1. In the event that the Gateway Provider suspects that one or more of the provisions in the Terms and Conditions or in the API Documentation are being violated by the API User, the Gateway Provider has the right to immediately and without prior notice limit, suspend or terminate the use of one or more API's for this API User.
2. In the event of anticipated fair use overreach, API Users are advised to contact the Gateway Provider promptly.

## **H. Monitoring, Compliance, and Confidentiality**

1. The Gateway Provider monitors API usage for platform enhancement, compliance assurance, and insight generation for our stakeholders.
2. In the event of technical complications the Gateway Provider is entitled to shorten use, suspend, or decommission the API, temporarily or otherwise.
3. API Users must ensure the confidentiality of any sensitive information accessed via the API Gateway Service and use it strictly in accordance with these Terms and Conditions.

## **I. Limitation of Warranty, Disclaimer, and Indemnification**

1. Our API Gateway Service is provided as-is without warranty. The Gateway Provider is not liable for any damage resulting from unavailable or incorrect APIs.
2. API Users agree to protect the Gateway Provider from any losses stemming from claims related to their use of the API.
3. The Gateway Provider cannot held liable for any damage, claims, fines or any other event with a negative impact on the API Users. The API Users indemnify the Gateway Provider against any damage, claims, fines or any other event with a negative impact on the API Users and/or any other party.
4. All warranties are disclaimed to the fullest extent permissible by law.

## **K. Other**

1. The Gateway Provider reserves the right to modify these General API Terms and Conditions and any Specific API Terms and Conditions. Changes will be announced at least 2 working days in advance via the API Gateway Service. Your continued use constitutes acceptance of the revised terms.
2. In case of discrepancies between the General and Specific API Terms and Conditions, the Specific API Terms and Conditions prevail.
3. Disputes relating to these Terms and Conditions or the API Gateway Service fall under the jurisdiction of Dutch courts and will be governed by the laws of the Netherlands.